


GENERAL SERVICES

Eugene Foxworth
Director



Phone: 252-728-8545
Fax: 252-728-6643

NOTICE TO BIDDERS REQUEST FOR BIDS – SUMMARY

Date: December 4, 2015
To: All Interested Licensed Contractors
From: Eugene Foxworth 
Project Name: Salter Path Boardwalk and Beach Access

Summary of Work:

Furnish all labor and materials for the renovations of the Salter Path Beach Access and Boardwalk located at 1025 Salter Path Rd. All decking, grab rail, guard rail, steps, stringer, girders and joist to be replaced. Decking shall be replaced laterally versus the current longitudinal orientation. Post to be replaced as needed. Advertisement and contractor documents are posted at www.carteretcountync.gov or contact Kathy Richardson at 252-728-8545 for a copy.

Contractors:

Pre-Bid Meeting: December 30, 2015
Location: 1025 Salter Path Rd
Salter Path, NC 28575

Bid Opening: January 13, 2016 at 1:00pm
Location: 302 Courthouse Square, Suite 201
Beaufort, NC 28516

Expected Project Start Date: January 26, 2016

C/O NLT Date: March 11, 2016

Mailing: 302 Courthouse Square, Beaufort, NC 28516
Location: 402 Broad Street, Beaufort, NC 28516

INFORMAL CONTRACT

County of Carteret, NC
Salter Path Beach Access and Boardwalk
1025 Salter Path Rd
Salter Path, NC 28575
Project ID# P07:2015

SCOPE OF WORK

Furnish all labor and materials for the renovations of the Salter Path Beach Access and Boardwalk located at 1025 Salter Path Rd. All decking, grab rail, guard rail, steps, stringer, girders and joist to be replaced. Decking shall be replaced laterally versus the current longitudinal orientation. Post to be replaced as needed. Boardwalk Renovations shall be constructed based on the Sketch provided and labeled Attachment A: Specifications/ Sketch, Dated: December 2, 2015. This includes all decking and support structure around the bathhouse, the entirety of the walkway, seating, steps and overlook.

NOTICE TO BIDDERS

Sealed proposals for this work will be received by:

James Charlesworth
Carteret County Finance Department
Suite 201, Finance Department, Room 201B
302 Courthouse Square – Beaufort, NC 28516
252-728-8416

until **1:00 PM**, on **Wednesday, January 13, 2016** and immediately thereafter publicly opened and read aloud. Complete plans, specification and contract documents can be obtained from

Tony Cahoon
Carteret County Public Works
521 Hedrick St
Beaufort, NC 28516
252-728-8595

Contractors are hereby notified that they must have proper license under the State laws governing their respective trades and that North Carolina General Statute 87 will be observed in receiving and awarding contracts.

A bid bond, performance bond, and payment bond are not required when the total amount of the construction contracts does not exceed \$500,000.

No bid may be withdrawn after the opening of bids for a period of 30 days. The Owner reserves the right to reject any or all bids and waive informalities. Proposals shall be made only on the form provided herein with all blank spaces for bids properly filled in and all signatures properly executed.

Please note on the envelope:

Bid Proposal For:

(Project Name)	County of Carteret
	Salter Path Beach Access and Boardwalk
	Salter Path, NC
(Project ID#)	P07:2015
(Contract Type)	_____
(Bid Date)	_____
(Bidder Company)	_____
(Bidder Address)	_____
(License Number)	_____

County of Carteret project representative is:

Tony Cahoon
County of Carteret
Public Works Director
521 Hedrick Street
Beaufort, NC 28516
Ph (252) 728-8595

Pre-Bid Conference and Site Visit is set for **1:00 PM, Wednesday December 30, 2015** at the following location:

Salter Path Beach Access and Boardwalk
Parking Lot
1025 Salter Path Rd
Salter Path, NC 28575

Bid bond is not required.

GENERAL CONDITIONS

GENERAL

- a) It is understood and agreed that by submitting a bid that the Contractor has examined these contract documents, drawings and specifications and has visited the site of the Work, and has satisfied himself relative to the Work to be performed.

MATERIALS, EQUIPMENT AND EMPLOYEES

- a) The contractor shall, unless otherwise specified, supply and pay for all labor, transportation, materials, tools, apparatus, lights, power, fuel, sanitary facilities and incidentals necessary for the completion of his work, and shall install, maintain and remove all equipment of the construction, other utensils or things, and be responsible for the safe, proper and lawful construction, maintenance and use of same, and shall construct in the best and most workmanlike manner, a complete job and everything incidental thereto, as shown on the plans, stated in the specifications, or reasonably implied there from, all in accordance with the contract documents.
- b) All materials shall be new and of quality specified, except where reclaimed material is authorized herein and approved for use. Workmanship shall at all times be of a grade accepted as the best practice of the particular trade involved, and as stipulated in written standards of recognized organizations or institutes of the respective trades except as exceeded or qualified by the specifications.
- c) No changes shall be made in the Work except upon written approval and change order of Carteret County General Services.
- d) Products are generally specified by ASTM or other reference standard and/or by manufacturer's name and model number or trade name. When specified only by reference standard, the Contractor may select any product meeting this standard, by any manufacturer. When several products or manufacturers are specified as being equally acceptable, the Contractor has the option of using any product and manufacturer combination listed.
- e) However, the contractor shall be aware that the cited examples are used only to denote the quality standard of product desired and that they do not restrict bidders to a specific brand, make, manufacturer or specific name; that they are used only to set forth and convey to bidders the general style, type, character and quality of product desired; and that equivalent products will be acceptable. Substitution of materials, items or equipment of equal or equivalent design shall be submitted to the architect or engineer for approval or disapproval; such approval or disapproval shall be made by the architect or engineer prior to the opening of bids.
- f) If at any time during the construction and completion of the work covered by these contract documents, the conduct of any workman of the various crafts be adjudged a nuisance to the Owner or if any workman be considered detrimental to the work, the Contractor shall order such parties removed immediately from the site.
- g) The contractor shall designate a foreman/superintendent who shall direct the work.

CODES, PERMITS AND INSPECTIONS

- a) The Contractor shall obtain the required permits, if required, give all notices, and comply with all laws, ordinances, codes, rules and regulations bearing on the conduct of the work under this contract. If the Contractor observes that the drawings and specifications are at variance therewith, he shall promptly notify the Designer in writing. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, codes, rules and regulations, and without such notice to the Owner, he shall bear all cost arising there from.
- b) All work under this contract shall conform to the current North Carolina Building Code and other state and national codes as are applicable

SAFETY REQUIREMENTS

- a) The Contractor shall be solely responsible for the entire site and the construction of the same and provide all the necessary protections as required by laws or ordinances governing such conditions and as required by the Owner or Designer. He shall be responsible for any damage to the Owner's property, or that of others on the job, by himself, his personnel or his subcontractors, and shall make good such damages. He shall be responsible for and pay for any claims against the Owner arising from such damages.
- b) The Contractor shall adhere to the rules, regulations and interpretations of the North Carolina Department of Labor relating to Occupational Safety and Health Standards for the Construction Industry (Title 29, Code of Federal Regulations, Part 1926 published in Volume 39, Number 122, Part 11, June 24, 1974 Federal Register), and revisions thereto as adopted by General Statutes of North Carolina 95-126 through 155.
- c) The Contractor shall provide all necessary safety measures for the protection of all persons on the work, including the requirements of the AGC Accident Prevention Manual in Construction as amended, and shall fully comply with all state laws or regulations and North Carolina Building Code requirements to prevent accident or injury to persons on or about the location of the work. He shall clearly mark or post signs warning of hazards existing, and shall barricade excavations and similar hazards. He shall protect against damage or injury resulting from falling materials and he shall maintain all protective devices and signs throughout the progress of the work.

TAXES

- a) Carteret County is **not exempt** from North Carolina State Sales and Use Taxes on material and equipment to be incorporated in the Work. Said taxes shall be included in invoices submitted by Contractor. Contractor in submitting his invoices shall break out all sales taxes as a separate item and County where purchase was made.

EQUAL OPPORTUNITY

- a) The non-discrimination clause contained in Section 202 (Federal) Executive Order 11246, as amended by Executive Order 11375, relative to Equal Employment Opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations prescribed by the Secretary of Labor, are incorporated herein.
- b) The Contractors agree not to discriminate against any employees or applicant for employment because of physical or mental handicap in regard to any position for which the employees or applicant is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices.

INSURANCE

- (a) To the fullest extent permitted by laws and regulations, Contractor shall indemnify and hold harmless the County and its officials, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to fees and charges of engineers or architects, attorneys, and other professionals and costs related to court action or arbitration) arising out of or resulting from Contractor's performance of this Contract or the actions of the Contractor or its officials, employees, or contractors under this Contract or under contracts entered into by the Contractor in connection with this Contract. This indemnification shall survive the termination of this Contract.
- (b) In addition, Contractor shall comply with the North Carolina Workers' Compensation Act and shall provide for the payment of workers' compensation to its employees in the manner and to the extent required by such Act. Additionally, Contractor shall maintain, at its expense, the following minimum insurance coverage:
 - \$1,000,000 per occurrence /\$2,000,000 aggregate-Bodily Injury Liability, and
 - \$100,000 --- Property Damage Liability, or
 - a. \$1,000,000 per occurrence /\$2,000,000 aggregate-Combined Single Limit Bodily Injury and Property Damage
- (c) The Contractor upon execution of this Contract, shall furnish to the County a Certificate of Insurance reflecting the minimum limits stated above. The Certificate shall provide for thirty-(30) days advance written notice in the event of a decrease, termination or cancellation of coverage. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Contractor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this Contract. The limits of coverage under each insurance policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract.

INVOICES FOR PAYMENT

- a) No partial payment will be made unless agreed to in advance. Final payment will be made lump sum within thirty (30) consecutive days after acceptance of the work and the submission both of notarized contractor's affidavit and four copies of invoices which are to include the contract, account and job order numbers.
- b) Each invoice shall note the amount of Sales Tax paid by the Contractor, contain release of lien from subcontractors and vendors for prior invoices paid, and contain a notarized contractor's affidavit.
- c) The contractor's affidavit shall state: "This is to certify that all costs of materials, equipment, labor, and all else entering into the accomplishment of this contract, including payrolls, have been paid in full."
- d) Executed contract documents, insurance certifications and, upon completion and acceptance of the work, invoices and other information requested are to be sent to:

Tony Cahoon
Public Works Director
521 Hedrick St
Beaufort, NC 28516
Office 252-728-8595

- e) It is imperative that contract documents, invoices, etc., be sent only to the above address in order to assure proper and timely delivery and handling.

CLEANING UP

- a) The Contractor shall keep the sites and surrounding area reasonably free from rubbish at all times and shall remove debris from the site from time to time or when directed to do so by the Owner. Before final inspection and acceptance of the project, the Contractor shall thoroughly clean the sites, and completely prepare the project and site for use by the Owner.

GUARANTEE

- a) The contractor shall unconditionally guarantee materials and workmanship against patent defects arising from faulty materials, faulty workmanship or negligence for a period of twelve (12) months following the final acceptance of the work and shall replace such defective materials or workmanship without cost to the owner.
- b) Where items of equipment or material carry a manufacturer's warranty for any period in excess of twelve (12) months, then the manufacturer's warranty shall apply for that particular piece of equipment or material. The contractor shall replace such defective equipment or materials, without cost to the owner, within the manufacturer's warranty period.
- c) Additionally, the owner may bring an action for latent defects caused by the negligence of the contractor, which is hidden or not readily apparent to the owner at the time of beneficial occupancy or final acceptance, whichever occurred first, in accordance with applicable law.

CONTRACTOR-SUBCONTRACTOR RELATIONSHIPS

The Contractor agrees that the terms of these contract documents shall apply equally to a subcontractor as to the Contractor, and that the subcontractor is bound by those terms as an employee of the Contractor.

SUPPLEMENTARY GENERAL CONDITIONS

TIME OF COMPLETION

The Contractor shall commence work to be performed under this Contract on a date to be specified in written order from the County and shall fully complete all work hereunder within 45 consecutive calendar days from the Notice to Proceed for base bid contract. For each day in excess of the above number of days, the Contractor shall pay the Owner the amount of **\$500 Dollars per day** as liquidated damages reasonably estimated in advance to cover the losses to be incurred by the Owner should the Contractor fail to complete the Work within the time specified.

If the Contractor is delayed at anytime in the progress of his work by any act or negligence of the Owner, his employees or his separate contractor, by changes ordered in the work; by abnormal weather conditions; by any causes beyond the Contractor's control or by other causes deemed justifiable by Owner, then the contract time may be reasonably extended in a written order from the Owner upon written request from the contractor within ten days following the cause for delay.

UTILITIES

Temporary utilities/services to be furnished at contractor's expense unless otherwise noted. (i.e.; power, water, sewer, steam, telephones, portable toilets, trash containers, etc.)

INSTRUCTIONS FOR WORKING ON COUNTY PROPERTY

- a) Parking & Traffic - Construction that will block facility traffic flow/close street requires one week written notice to the Public Works office.
- b) Decorum - It is illegal for any person to have firearms, alcoholic beverages, drugs (except those prescribed by a physician) on County property. Violators will be reported to local law enforcement.
- c) Behavior - Indecent language, harassing "cat" calls or whistles, etc., will not be tolerated. Violators will be removed from county property immediately; questions will be asked later. Proper dress is required, long pants and shirts will be worn at all times. Loud music is not permitted.
- d) Use of Building - Contractor personnel are not permitted to use Buildings/Facilities for restrooms, eating, or leisure activity. Unless prior approval is granted by County Representative.
- e) Locate for Utilities - When digging or trenching on or adjacent to County property, a 48-hour notice is required to locate existing underground utilities. Contractor must contact the Public Works Department (252-728-8595) as well as the NC One Call Center (1-800-632-4949) for public utilities.
- f) Disruption of Utilities - When any underground utilities or unusual conditions are damaged or encountered contact the Public Works Department (252-728-8595) immediately. The Public Works Department will investigate and advise as needed. Contractor must have personnel available to effect immediate repair. If damage occurred due to failure of the County to properly locate utilities, the contractor will be reimbursed.
- g) Planned Outages - Outages needed to allow contractor to complete or perform work, must be scheduled with the Public Buildings Department (252-728-8425). One week written notice is required for all outages.
- h) Access to Buildings - Access to perform work in a building after normal working hours (8:00 a.m. to 5:00 p.m. Monday - Friday) must be coordinated through the Public Buildings Department with 24 hours in advance. Exterior work performed after normal working hours should also be reported to the Public Works Department 24 hours in advance.

ALTERNATE BIDS (ADD OR DEDUCT)

Add Alternate #1 – Shower Relocation - Relocate wooden platform and water supply approximately 20ft south of the current location. Supply and install a prefabricated, vandal proof, shower with 4 shower heads and 4 foot rinse heads with automated time controls.

MINORITY BUSINESS PARTICIPATION

- a) It is the intent of the County to encourage Contractors in making every effort to utilize Minority Business Enterprises for subcontracted work. The County has established efforts to record participation of such Enterprises by the attached "Appendix E – MBE DOCUMENTATION FOR CONTRACT PAYMENTS". The Contractor shall include the attached Appendix E with each pay application.

- b) Bidders can use the Office for Historically Underutilized Business website <http://www.doa.state.nc.us/doa/hub/> to locate HUB contractors.
- c) Nothing in these guidelines shall be construed to require contractors or awarding authorities to award contracts or subcontracts to or to make purchases of materials or equipment from minority-business contractors or minority-business subcontractors who do not submit the lowest responsible, responsive bid or bids.

E-VERIFY EMPLOYER COMPLIANCE

The contractor represents and covenants that the contractor and its subcontractors comply with the requirement of Article 2 of Chapter 64 of the North Carolina General Statutes (NCGS). In this E-Verify Compliance section "contractor" "its subcontractors" and "comply" shall have the meanings intended by NCGS 153A-499 (b). The County is relying on this section in entering into this contract. The parties agree to this section only to the extent authorized by law. If this section is held to be unenforceable or invalid in whole or in part, it shall be deemed amended to the extent necessary to make this contract comply with NCGS 153A-499 (b).

SUPERINTENDENT

The Contractor shall employ a competent superintendent who shall represent the Contractor and have the authority to make field decisions necessary for performing the work. Competency must be demonstrated by performing high quality construction work on time according to Contractor's approved schedule. County reserves the right to require replacement of the superintendent by Contractor without explanation from the County.

INDEMNIFICATION

The Contractor will indemnify and hold the County harmless from any and all liability, expense, judgment, suit, or cause of action for personal injury, death, or direct damage to tangible property which may accrue against the County to the extent it is caused by the negligence of Contractor, or its Sub-Contractors, or their employees or agents, while performing duties under this Agreement, provided that the County gives the Contractor prompt, written notice of any such claim or suit.

PERFORMANCE AND PAYMENT BONDS

Contractor shall furnish a Performance Bond and Payment Bond executed by a surety company authorized to do business in North Carolina. The bonds shall be in the full contract amount. Bonds shall be executed in the form bound with these specifications (Forms 307 & 308). An authorized agent of the bonding company who is licensed to do business in North Carolina shall countersign all bonds.

A Performance Bond is not required.

A Payment Bond is not required.

TECHNICAL SPECIFICATIONS AND DRAWINGS

Furnish all labor, materials, and disposal for the renovations of the Salter Path Beach Access and Boardwalk located at 1025 Salter Path Rd. All decking, grab rail, guard rail, steps, stringer, girders and joist to be replaced. Decking shall be replaced laterally versus the current longitudinal orientation. Post to be replaced as needed. Boardwalk Renovations shall be constructed based on the Sketch provided and labeled Attachment A: Specifications/ Sketch, Dated: December 2, 2015.

This project includes replacement of all decking and support structure around the bathhouse, the entirety of the walkway, seating, steps and beach overlook.

Approximate measurements for these areas are as follow:

Front deck- 92' L x 7' W-- across the front of the bath house

Boardwalk--599' L x 6' W- from inside edge of front deck

Beach overlook-- 21'L x 14'W with benches on 3 sides

3 sets of steps - 6' wide

1 set--4 steps high

1 set-- 9 steps high

1 set-- 12 steps high

Total length of hand rails 672' L x 2 = 1,344' of hand rails

Total length from bath house to beach-- approximately 672 feet.

See Attachment A: Salter Path Boardwalk Project Specifications / Sketch Dated: December 2, 2015

See Attachment B: Salter Path Boardwalk & Beach Access Area Map

TECHNICAL DATA AND INFORMATION

- 1) Construction shall be consistent with Attachment A Specification / Sketch, Dated: December 2, 2015 and the NC State Building Code
- 2) The Contractor shall be responsible for all demolition and disposal
- 3) All wood shall comply with AWPA UC4B or better
- 4) All decking shall be 2" x 6" pressure treated number 1 board
- 5) All seating and support structure shall be replace with like sized number 1 board
- 6) Grab rail, guard rail shall be 2" x 4" pressure treated number 1 board
- 7) Top rail shall be 2" x 6" pressure treated number 1 board
- 8) Girders and joist shall be 2" x 8" or larger
- 9) Stringers shall be 2"x 12" or larger
- 10) Steps / Treads shall be 2" x 6" pressure treated number 1 board
- 11) Decking shall be replaced laterally versus the current longitudinal orientation.
- 12) Post to be replaced as needed with 6" x 6" post
- 13) All nails shall be ring shank hand driven 16d hot dipped galvanized
- 14) All bolts and associated hardware shall be 5/8" or larger hot dipped galvanized

PRE-CONSTRUCTION CONFERENCE

The owner may require a pre-construction conference to review project with contractor and subcontractors. Date will be set after award of contract. Pre-con **will** be required for this project.

PROJECT SCHEDULE

The owner may require a project schedule in the form of a Bar Chart to show dates for planned work phases and completion date. Schedule **will not** be required for this project.

SUMMARY OF PAPERWORK

After Award

- 1 – Submit Certificate of Insurance prior to start of work.
- 2 – Submit Project Schedule, if required, at Pre-Con meeting, if required.

Partial Payment (only when agreed to in advance)

- 1 – Submit Invoice for work in place only.
- 2 – Submit completed Sales Tax Summary and Detail forms, state "None" if applicable.

Final Payment

- 1 – Submit Invoice after all Punch List items are complete.
- 2 – Submit completed Sales Tax Summary and Detail forms, state "None" if applicable.
- 3 – Submit Contractor's Warranty Letter, state date of acceptance agreed with owner.
- 3 – Submit Contractor's Affidavit Letter.
- 4 – Submit As-Built Drawings, if required.
- 5 – Submit O&M Manuals, if required.

PROPOSAL AND CONTRACT
<<Submit two copies of this page with your bid>>
Salter Path Boardwalk Project
Project ID# P07:2015

The undersigned, as bidder, proposes and agrees if this proposal is accepted to contract with the **County of Carteret** for the furnishing of all materials, equipment, and labor necessary to complete the construction of the work described in these documents in full and complete accordance with plans, specifications, and contract documents, and to the full and entire satisfaction of the County of Carteret for the sum of:

BASE BID: _____ **Dollars \$** _____

ALTERNATE #1: _____ **Dollars \$** _____

Respectively submitted this _____ day of _____ 20____

(Contractor)

Federal ID#: _____

By: _____

Witness: _____

Title: _____

(Owner, partner, corp. Pres. Or Vice President)

(Proprietorship or Partnership)

Address: _____

Attest: *(corporation)*

Email Address: _____

(Corporate Seal)

By: _____ License #: _____

Title: _____
(Corporation Secretary./Ass't Secretary.)

IN TESTIMONY WHEREOF, the parties have expressed their agreement to these terms by causing this Contract to be executed by their duly authorized office or agent.

COUNTY OF CARTERET

(Seal)

County Manager

Printed Name

CONTRACTOR

(Seal)

Authorized Representative

Printed Name

Title

This instrument has been pre-audited
In the manner required by the
Local Government Budget and Fiscal
Control Act.

Approved as to form:

County Finance Officer

County Attorney

NORTH CAROLINA
COUNTY OF Carteret County Government

I, _____ a Notary Public of the State and County aforesaid certify that Russell Overman acknowledged that he is the County Manager of County of Carteret, and that by authority duly given as the act of the Board, the foregoing instrument was signed in its name by the County Manager, sealed with its corporate seal.

WITNESS my hand and official seal, this ____ day of _____, 201

Notary Public

My Commission expires: _____

NORTH CAROLINA

CONTRACTOR

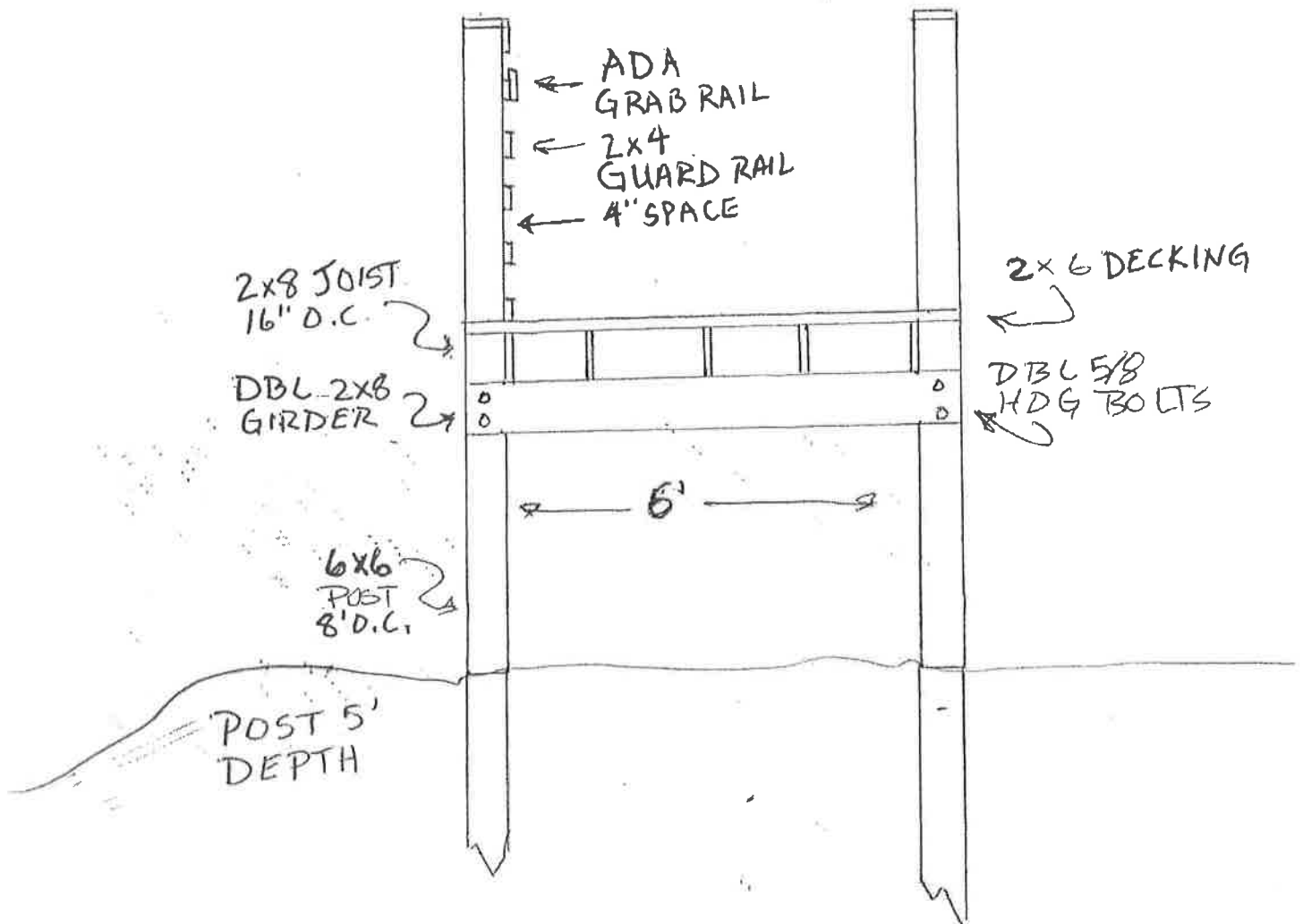
I. _____, a Notary Public of the State and County aforesaid, certify that _____ acknowledged that (s) he is the _____, and that by authority duly given as the act of the corporation, the foregoing instrument was signed in its name by its Owner / President, sealed with its corporate seal.

WITNESS my hand and official seal, this ____ day of _____, 201

Notary Public

My Commission expires: _____

Salter Path Boardwalk Project
Attachment A: Specifications / Sketch
December 2, 2015



Attachment B: Salter Path Boardwalk & Beach Access Area Map



Furnish all labor and materials for the renovations of the Salter Path Beach Access and Boardwalk located at 1025 Salter Path Rd. All decking, grab rail, guard rail, steps, stringer, girders and joist to be replaced. Decking shall be replaced laterally versus the current longitudinal orientation. Post to be replaced as needed. Boardwalk Renovations shall be constructed based on the Sketch provided and labeled Attachment A: Specifications/Sketch, Dated: December 2, 2015.